

MEMORANDUM OF UNDERSTANDING

BETWEEN

**THE UNIFIED GOVERNMENT OF
WYANDOTTE COUNTY/KANSAS CITY, KANSAS**

AND

**THE CONSTRUCTION AND GENERAL LABORERS
LOCAL NO. 1290**

JANUARY 1, 2018 – DECEMBER 31, 2019

MEMORANDUM OF UNDERSTANDING

ARTICLE I – INTENT AND PURPOSE.

THIS MEMORANDUM OF UNDERSTANDING by and between the Unified Government of Wyandotte County/Kansas City, Kansas, and Laborers' Local No. 1290 of the Western Missouri and Kansas Laborers' District Council of the Laborers' International Union of North America, AFL-CIO, is entered into for the purpose of establishing rates and wages and specified working conditions. The Local Working Agreement or "Agreement" (Joint Agreement between Builders' Association of Missouri and the Union, marked Exhibit "A" and attached hereto) shall be recognized except as amended, deleted, modified or supplemented by the provisions of this Memorandum.

ARTICLE II – RECOGNITION.

The Unified Government of Wyandotte County/Kansas City, Kansas (hereinafter the "UG") recognizes and acknowledges the above-stated Laborers' Local 1290 District Council (hereinafter the "Union") as the exclusive bargaining representative pursuant to the Public Employee Relations Act for all persons defined by said UG as laborers and employed by the Building and Logistics Department of said Unified Government.

ARTICLE III – EMPLOYER'S RESPONSIBILITY.

Section 1. Except as specifically set out herein, nothing in this Memorandum shall be construed as divesting the Employer of any of its management rights vested by the Kansas Public Employee Relations Act or as delegating to others the authority conferred by law on the Employer, or in any way abridging or reducing such authority.

Section 2. The right to hire, promote, layoff, assign, transfer, discharge or discipline for cause and to maintain discipline and efficiency of employees is the sole responsibility of the Unified Government, except that Union members shall not be discriminated against due to their Union membership. Persons subject to this agreement shall be considered as employees of the UG and subject to all policies, orders and directives, written or oral, of the Unified Government of Wyandotte County/Kansas City, Kansas, the Commission, the UG Administrator and such other persons designated as supervisors of said employees except as modified or provided elsewhere herein. In the case of promotion, the UG agrees to recognize qualifications (including training, education, experience, ability and past performance) of the affected employee and then recognize standard seniority rules and practices. In the case of layoff, the Unified Government shall use seniority as the determining factor in selecting the employees to be laid off.

Section 3. The Unified Government may adopt additional reasonable rules and regulations and amend the Human Resources Guide and other policies, orders and directives from time to time, and the Unified Government and the Union will agree that any such changes, additions or amendments not in conflict with this Memorandum of Understanding shall be in full force and effect. Disputes concerning the applications or interpretation of any changes, additions or amendments as provided in this section may be submitted by the Union to arbitration as

provided hereunder. To the extent practical, the Unified Government will give prior notification of such rules and regulations to the Union.

Section 4. This Memorandum shall be construed as requiring the employees to follow the provisions herein in the exercise of the authority conferred upon the Unified Government by law.

ARTICLE IV. WAGES.

Section 1. The hourly rate for employees during the term of this Memorandum shall be as follows:

	1/1/18	1/1/19
Wage Rate	\$25.86	\$26.37

Section 2. If any of the Skilled Trade bargaining units (Painters, Plumbers, Carpenters, or SEIU) reaches an agreement with the Unified Government which increases the base wage rate received by members of that bargaining unit at a percentage greater than 2% for 2018 and/or 2% for 2019, then such increases shall automatically be provided to the members of the bargaining unit covered by this Memorandum of Understanding. Salary increases shall be by the same percentage increase as was received by the bargaining unit members covered by the other agreements.

Section 3. In addition to the wage rate above, Employer will pay for the entire term of this Memorandum of Understanding one hundred percent (100%) of the fringe benefits specified in the Agreement, with the exclusion of the following: administrative account, and industry advancement. The employer shall contribute to the training fund at the rate of \$0.25/hr. The employer's obligation to make payments for the health and welfare fund is contingent upon such fund's qualification under the Affordable Care Act. Bargaining unit employees are not eligible to participate in the Unified Government's Dental and/or Vision plans.

Section 4. As wage rates and fringe benefits change under the Agreement, the craft shall obtain from the contracting association a written statement of the changes and the effective date thereof, and upon written notice sent by registered mail, to the County Administrator, Human Resources Director and the County Chief Legal Counsel, the UG will adjust the basic rates of pay and fringe benefits to conform to the changes in the Agreement provided the notice of the change is received within forty-five (45) days of the effective date of the pay and fringe benefit change. Any increases to the Health/Welfare and/or Pension plans after January 1, 2018 are to be paid out of each bargaining unit employee's wages.

Section 5. No person subject to this Memorandum shall be eligible to purchase, receive or participate in any health insurance contract, program or benefit provided to other UG employees, including all preferred provider organizations, health maintenance organizations or indemnity policies and coverage unless said person bears the cost of said insurance or coverage

without any Unified Government contribution. Bargaining unit employees are not eligible to participate in the Unified Government's Dental and/or Vision plans.

Section 6. Any employee subject to the terms of this Memorandum of Understanding may not suffer a reduction in wages, but may be required to forego future increases or a portion thereof to bring a balance in equity or as part of a city-wide austerity or comprehensive cost-cutting measure.

ARTICLE V – WORKING CONDITIONS.

All working conditions including vacations, paid holidays, sick leave, jury duty, maternity leave, jury leave, discharge, discipline and all other matters constituting working conditions shall be subject to and regulated by the policies of the Unified Government as expressed in the Human Resources Guide, and amendments thereto except as may be inconsistent with the terms of this Memorandum of Understanding.

ARTICLE VI – STRIKES AND LOCKOUTS.

Section 1. There shall be no stoppage of work either by Strike or Lockout because of any dispute over matters relating to this Memorandum.

Section 2. There shall be no work stoppage in the event of any construction industry strike or problems or lockouts.

ARTICLE VII. UNION SECURITY.

Notwithstanding any provisions of the attached Agreement and specifically Article I of said agreement, to the contrary, the Union recognizes and acknowledges that the Kansas Constitution at Article 15, Section 12, and K.S.A. 75-4324 provide and guarantee an employee the right to work regardless of union membership or affiliations and the parties hereto are bound thereby. Under the provisions of said law, the Union recognizes that the Unified Government cannot require as a condition of employment that all employees of the Employer covered by the attached Agreement will be members of the Union in good standing while so employed by the UG.

ARTICLE VIII – FRINGE BENEFIT PROGRAM.

If it is held by a Court of competent jurisdiction that the UG is prohibited from entering into or becoming a party to the provided trust agreements or funds set out in the Agreement at Article VIII, then the UG's obligation to continue its commitments hereunder shall cease.

ARTICLE IX – WORKING REGULATION.

Section 1 of Article VI of the Agreement is deleted and the subjects expressed therein shall be governed by the provisions of the Human Resources Guide. Sections four (4) through

thirteen (13), and seventeen (17) through twenty-one (21) are deleted, as the same are inapplicable to the Unified Government's physical plant and/or operation.

ARTICLE X – PAY DAY AND PAYROLL CHECKS.

Article VII of the Agreement is deleted. Employees subject to this Memorandum of Understanding shall be paid bi-weekly in the same manner as any other UG employee is paid bi-weekly.

ARTICLE XI – NEW EMPLOYEES.

Article IX of the Agreement is deleted. The parties agree that in the event that a current bargaining unit member is no longer employed by Employer, the contract will be reopened.

ARTICLE XII – TERM.

Article XIX of the Agreement is deleted as alternative provisions on that subject are provided in Article XVI herein.

ARTICLE XIII – ANNEX A STIPULATION.

The UG does not agree to execute the proposed Addendum 1 stipulation.

ARTICLE XIV – GRIEVANCE AND ARBITRATION PROCEDURE.

In the event of any dispute or grievance arising under the terms and provisions of this Memorandum or of any difference between the parties as to the interpretation or application of this Memorandum, it shall be processed through the grievance procedure. The parties shall make sincere and determined efforts to settle meritorious grievances and the voluntary steps of the grievance procedure and to keep the procedure free from unmeritorious grievance. A union representative may be present during any step of the grievance procedure.

Step 1. Within ten (10) days of the occurrence or events giving rises to the grievance or dispute, or within ten (10) days of when the affected employee or employees became aware of such occurrences or events, whichever is longer, the matter must be taken up between the involved employee or employees and their supervisor. First, the employee shall verbally explain to his supervisor the nature of the grievance. The supervisor must communicate his decision to the grievant verbally within five (5) days of the Step 1 meeting.

Step 2. If the grievance is not satisfactorily adjusted under Step 1, a written grievance shall be submitted to the employee's supervisor within five (5) days after the supervisor has provided his verbal decision pursuant to Step 1. Within five (5) days thereafter, the supervisor must submit a written answer to the grievance.

Step 3. If the supervisor's written answer does not resolve the matter, a written appeal shall be made to the division head within five (5) days after the Employer receives the

supervisor's written report pursuant to Step 2. The division head shall attempt to resolve the matter, and shall give a written answer within five (5) days after receiving the written appeal.

Step 4. If the division head's written answer does not resolve the grievance, a written appeal shall be taken to the department head within five (5) days after receipt of the division head's written response. The department head shall attempt to resolve the matter in a meeting of the concerned parties, and shall give a written answer within five (5) days after receipt of the written appeal of the division head's decision.

Step 5. If the matter has not been resolved in Steps 1-4, it may be submitted to the County Administrator within five (5) working days after receipt of the department head's written decision. The County Administrator shall render a decision in writing within ten (10) days thereafter.

Step 6. If the County Administrator's decision is not satisfactory to the Union, or if the parties are otherwise unable to satisfactorily resolve the dispute, arbitration may be requested by the City or the Union, in the following manner:

- (a) Notice in writing of intent to arbitrate shall be delivered by the party seeking arbitration to the opposing party within fifteen (15) calendar days following the decision of Step 5.
- (b) Within fifteen (15) calendar days after the notice is delivered, the parties will mutually agree upon an arbitrator or jointly obtain a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service (FMCS), and the parties will alternately and independently strike unacceptable arbitrators from such a list with the last remaining arbitrator being selected. If the party upon whom a properly executed FMCS panel request is served fails to execute and send such request within fifteen (15) calendar days of service thereof, then the grievance shall be found in favor of the non-defaulting party.
- (c) The arbitrator shall have the authority to determine the procedural rules of arbitration, and shall have the ability to make such binding orders as are necessary to enable him to act effectively. He shall observe the rules of evidence, and his decision shall be final and binding on all parties.
- (d) Once an arbitrator has been selected by the parties, the parties shall act with all deliberate speed to schedule a hearing date for the arbitrator.
- (e) The arbitrator shall have no power to add to, subtract from or modify any of the terms of this Memorandum.
- (f) The cost of the arbitrator shall be shared equally by the Unified Government and the Union.

ARTICLE XV – SUBCONTRACTING.

Article V of the Agreement related to subcontracting is hereby deleted.

ARTICLE XVI – DURATON.

This Memorandum shall be in full force and effect from January 1, 2018, (effective date), to and including December 31, 2019, (expiration date), and shall continue from year to year thereafter unless written notice of desire to cancel or terminate the Memorandum is served by either party upon the other not less than thirty (30) days and not more than ninety (90) days prior to December 31, 2017, (expiration date) or January 1 of any subsequent contract year. The attached agreement shall be deemed a part of this Agreement. Except as to wages and fringe benefits, subsequent amendment or supplemental agreement between the Union and contracting association shall be deemed included herein.

When no such cancellation or termination notice is served and the parties desire to continue said Memorandum, but also desires to negotiate changes or revisions in this Memorandum, either party may serve upon the other a written notice not less than thirty (30) days and not more than ninety (90) days prior to December 31, 2019, (expiration date) or January 1 of any subsequent contract year, advising that such party desires to revise or change terms and conditions of such Memorandum.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals below.

EMPLOYER


**THE UNIFIED GOVERNMENT
OF WYANDOTTE COUNTY/
KANSAS CITY, KANSAS**

By:


Doug Bach
County Administrator

Date:

By:


Building & Logistics


Renee Ramirez
Director of Human Resources

UNION

LABORERS' LOCAL #1290

By:



Jeff Phingreen, Business Representative

Date: 12/27/17

ATTEST:


Unified Government Clerk

Approved as to form:


Kenneth J Moore
Chief Legal Counsel
Unified Government